Tentative Rulings for May 4, 2016
Departments 402, 403, 501, 502, 503

There are no tentative rulings for the following cases. The hearing will go forward on these matters. If a person is under a court order to appear, he/she must do so. Otherwise, parties should appear unless they have notified the court that they will submit the matter without an appearance. (See California Rules of Court, rule 3.1304(c).)

16CECG01178 ***Anthonia Washington v. Juanita Martinez*** **(Dept. 502)**

16CECG00248 ***BMO Harris Bank N.A. v. Gurkamal Singh (Dept. 502)***

The court has continued the following cases. The deadlines for opposition and reply papers will remain the same as for the original hearing date.

12CECG00881 ***Siebert v. Laughton et al.*** **is continued to Wednesday, May 18, 2016 at 3:30 p.m. in Dept. 403**

14CECG00479 ***Robbins et al. v. Eagle Medical Services et al.*** **is continued to Thursday, May 19, 2016 at 3:30 p.m. in Dept. 503**

14CECG01634 ***Marez v. Anchor Academy Charter School, et al.*** **(and consolidated cases) all Petitions for Minor's Compromise are continued to Wednesday, May 11, 2016 at 3:30 p.m. in Dept. 402**

(Tentative Rulings begin at the next page)

Tentative Rulings for Department 402

Tentative Rulings for Department 403

(20) **Tentative Ruling**

Re: ***Yang v. Lee***, Superior Court Case No. 14CECG03481

Hearing Date: **May 4, 2016 (Dept. 403)**

Motion: Lee's Motions for Judgment on the Pleadings

Tentative Ruling:

To deny. (Code Civ. Proc. § 438(e).)

If oral argument is requested by either party, the hearing will occur on Thursday May 5, 2016 at 3:00 p.m.

Explanation:

The two motions for judgment on the pleadings are untimely.

Unless the court orders otherwise, a motion for judgment on the pleadings under Code of Civil Procedure section 438 cannot be made after entry of a pretrial conference order or 30 days before the initial trial date, whichever is later. (Code Civ. Proc. § 438(e).) "Statutory reference to a 'pretrial conference order' should be interpreted to mean the 'case management order' (CRC 3.728 []). Therefore, in most cases, the operative deadline will be 30 days before the initial trial date." (Weil & Brown, *Cal. Prac. Guide Civ. Proc. Before Trial* (TRG 2015) ¶ 7:280.)

Here, the motions are clearly made pursuant to section 438. The Case Management Conference was held on March 23, 2015, and trial was set for May 11, 2016. The two motions are set to be heard on May 4, 2016. Clearly, this is not 30 days before the trial date. The motions will be denied as untimely.

Pursuant to Cal. Rules of Court, Rule 3.1312(a) and Code Civ. Proc. § 1019.5(a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: KCK on 05/02/16.
(Judge's initials) (Date)

Tentative Rulings for Department 501

(29) **Tentative Ruling**

Re: ***Technology Insurance Company, Inc. v. Moya Farms, et al.***
Superior Court Case no. 15CECG00836 [lead case]

Wesco Insurance Company v. Moya Farms, et al.
Superior Court Case no. 15CECG00839

Hearing Date: May 4, 2016 (Dept. 501)

Motions: Defendant Ricarda Moya's motions to compel responses to special and form interrogatories, set one; to compel responses to requests for production of documents, set one; deem requests for admission, set one, admitted; and sanctions

Tentative Ruling:

To grant Defendant's motions to compel Plaintiff Technology Insurance Company to provide initial verified responses to special and form interrogatories, set one, and request for production of documents, set one. (Code Civ. Proc. §§ 2030.290(b), 2031.300(b).) Plaintiff to provide complete verified responses to all discovery set out above, without objection, within 10 days of service of this order.

To grant Defendant's motion that the truth of the matters specified in the requests for admission, set one, be deemed admitted as to Plaintiff Technology Insurance Company, unless Plaintiff Technology Insurance Company serves, before the hearing, a proposed response to the requests for admission that is in substantial compliance with Code of Civil Procedure section 2033.220. (Code Civ. Proc. §2033.280(b).)

To grant Defendant's motion for sanctions. Plaintiff Technology Insurance Company and Plaintiff's attorney, Timothy Aires, jointly and severally, are ordered to pay monetary sanctions in the amount of $776.70 to the law office of Campagne & Campagne within 30 days of service of this order. (Code Civ. Proc. §§ 2030.290(c), 2031.300(c).)

To grant Defendant's motions to compel Plaintiff Wesco Insurance Company to provide initial verified responses to special and form interrogatories, set one, and request for production of documents, set one. (Code Civ. Proc. §§ 2030.290(b), 2031.300(b).) Plaintiff to provide complete verified responses to all discovery set out above, without objection, within 10 days of service of this order.

To grant Defendant's motion that the truth of the matters specified in the requests for admission, set one, be deemed admitted as to Plaintiff Wesco Insurance Company, unless Plaintiff Wesco Insurance Company serves, before the hearing, a

proposed response to the requests for admission that is in substantial compliance with Code of Civil Procedure section 2033.220. (Code Civ. Proc. §2033.280(b).)

To grant Defendant's motion for sanctions. Plaintiff Wesco Insurance Company and Plaintiff's attorney, Timothy Aires, jointly and severally, are ordered to pay monetary sanctions in the amount of $776.70 to the law office of Campagne & Campagne within 30 days of service of this order. (Code Civ. Proc. §§ 2030.290(c), 2031.300(c).)

Pursuant to California Rules of Court, rule 3.1312 and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: MWS on 05/03/16.
(Judge's initials) (Date)

Tentative Rulings for Department 502

(19) **Tentative Ruling**

Re: ***Yang v Zambrano***
Court Case No. 15CECG002357

Hearing Date: May 4, 2016 (Department 502)

Motion: by plaintiff for default judgment

Tentative Ruling:

To take off calendar.

Explanation:

No moving papers, proposed judgment, or statement of damages have been filed.

Pursuant to Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: DSB on 05/02/16.
(Judge's initials) (Date)

(6)

Tentative Ruling

Re: ***People of the State of California v. Roeder***
Superior Court Case No.: 15CECG02527

Hearing Date: May 4, 2016 (**Dept. 502**)

Motion: By Plaintiff People of the State of California for order for possession

Tentative Ruling:

To grant, the Court will execute the proposed order which has been submitted.

Explanation:

The Court finds that the Plaintiff is entitled to take the property by eminent domain, and that the Plaintiff has deposited probable compensation. Defendants Ray Roeder, trustee of the Ray Roeder Living Trust UAD 09-15-1998, and Sunset West Community, LLC, not having timely opposed the motion, therefore makes an order for possession. (Code Civ. Proc., § 1288.410, subd. (d).)

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: DSB on 05/02/16.
(Judge's initials) (Date)

(6)

Tentative Ruling

Re: ***People of the State of California v. Roeder***
Superior Court Case No.: 15CECG02528

Hearing Date: May 4, 2016 (**Dept. 502**)

Motion: By Plaintiff People of the State of California for order for possession

Tentative Ruling:

To grant, the Court will execute the proposed order which has been submitted.

Explanation:

The Court finds that the Plaintiff is entitled to take the property by eminent domain, and that the Plaintiff has deposited probable compensation. Defendants Ray Roeder, trustee of the Ray Roeder Living Trust UAD 09-15-1998, and Brad Adam Roeder, not having timely opposed the motion, therefore makes an order for possession. (Code Civ. Proc., § 1288.410, subd. (d).)

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: DSB on 05/02/16.
(Judge's initials) (Date)

(28) **Tentative Ruling**

Re: ***CCA Farm III v. McCormack, et al.***

Case No. 14CECG03077

Hearing Date: May 4, 2016 (Dept. 502)

Motion: By Plaintiff CCA Farms III seeking a default prove up hearing with respect to the default of the First Amended Complaint alleged against Franklin W. McCormack and "All Persons Unknown Claiming Any Legal or Equitable Right, Title, Estate, Lien, or Interest in the Property Described in the Complaint Adverse to Plaintiff's Title or Any Cloud on Plaintiff's Title Thereto."

Tentative Ruling:

To proceed with the default prove up hearing if Plaintiff files the required Dismissal of Doe Defendants prior to the hearing. The court will not award costs or attorney's fees.

Explanation:

Plaintiff filed a First Amended Complaint for quiet title as to certain mineral rights on October 23, 2014. A proof of service by publication of the First Amended Complaint was filed with the Court on December 3, 2014.

Plaintiff obtained a default against Defendant Franklin McCormack on February 19, 2015. Plaintiff obtained a default against "All Persons Unknown Claiming Any Legal or Equitable Right, Title, Estate, Lien, or Interest in the Property Described in the Complaint Adverse to Plaintiff's Title or Any Cloud on Plaintiff's Title Thereto," on April 26, 2016.

Pursuant to Code of Civil Procedure §764.010, when an action seeks to quiet title, the Court "shall in all cases require evidence of plaintiff's title and hear such evidence as may be offered respecting the claims of any of the defendants, other than claims the validity of which is admitted by the plaintiff in the complaint."

In the Complaint, Plaintiff sought attorney's fees and costs of suit. However, Plaintiff did not include any cost calculations in the mandatory form Civ-100 as required by California Rule of Court 3.1800, subdivision (a)(4). Plaintiff also did not include any legal or factual support for its claim of attorney's fees. Therefore, the Court will deem costs and attorney's fees waved.

However, prior to entering default, Plaintiff must dismiss the Doe Defendants. (See Cal. Rule of Court 3.1800, subd.(a)(7).)

Pursuant to California Rules of Court, rule 3.1312, subdivision (a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: DSB on 05/02/16.
(Judge's initials) (Date)

Tentative Rulings for Department 503

(24) **Tentative Ruling**

Re: ***Funch v. HO Sports Inc.***
Court Case No. 15CECG03510

Hearing Date: **May 4, 2016 (Dept. 503)**

Motion: Application of Peter W. Rietz to Appear as Counsel *Pro Hac Vice* for Defendant HO Sports Inc.

Tentative Ruling:

To grant.

Pursuant to California Rules of Court, rule 3.1312 and Code of Civil Procedure section 1019.5(a), no further written order is necessary. The minute order adopting this ruling will serve as the order of the court, and service by the clerk of the minute order will constitute notice of the order.

Tentative Ruling
Issued By: A.M. Simpson on 5/2/16 .
(Judge's initials) (Date)

(24) **Tentative Ruling**

Re: **Amparan Flooring, Inc. v. Aguirre**
Court Case No. 15CECG03439

Hearing Date: **May 4, 2016 (Dept. 503)**

Motion: Demurrer of Defendants Sanjiv Chopra and Pleasanton Fitness, LLC dba Fitness Evolution to First Amended Complaint

Tentative Ruling:

To take the demurrer off calendar for failure of moving party to comply with Code of Civil Procedure Section 430.41, subdivision (a). The parties are ordered to meet and confer pursuant to the statute and, if necessary, to calendar a new hearing date for a demurrer. Any new hearing date must be obtained pursuant to Fresno County Superior Court Local Rules, rule 2.2.1.

Explanation:

Counsel's declaration indicates he merely sent two emails and received no response. The statute requires the parties to meet and confer in person or by telephone. (Code Civ. Proc. § 430.41, subd. (a).) Apparently there was no attempt at this, other than requesting plaintiff's counsel to respond by telephone to the meet and confer letter; this is insufficient. It does not appear defense counsel himself either attempted telephone contact or attempted to schedule a telephone conference with plaintiff's counsel. This is required before the court will conclude that plaintiff's counsel failed to respond to meet and confer efforts.

The court expects both sides to comply with this statute. If plaintiff's counsel refuses reasonable attempts at in-person or telephonic contact, he will be required to appear personally in this court and explain why he believes this statute does not apply to him.

Pursuant to California Rules of Court, rule 3.1312 and Code of Civil Procedure section 1019.5(a), no further written order is necessary. The minute order adopting this ruling will serve as the order of the court, and service by the clerk of the minute order will constitute notice of the order.

Tentative Ruling
Issued By: A.M. Simpson on 5/2/16 .
(Judge's initials) (Date)

03

Tentative Ruling

Re: ***Fowler Packing Company, Inc. v. Evans***
Case No. 13 CE CG 01301

Hearing Date: May 4th, 2016 (Dept. 503)

Motion: Plaintiff's Motion for Leave to Amend Complaint

Tentative Ruling:

To deny plaintiff's motion for leave to file a fifth amended complaint. (Code Civ. Proc. § 473, subd. (a).)

Explanation:

"The court may, in furtherance of justice, and on any terms as may be proper, allow a party to amend any pleading or proceeding by adding or striking out the name of any party, or by correcting a mistake in the name of a party, or a mistake in any other respect; and may, upon like terms, enlarge the time for answer or demurrer. The court may likewise, in its discretion, after notice to the adverse party, allow, upon any terms as may be just, an amendment to any pleading or proceeding in other particulars; and may upon like terms allow an answer to be made after the time limited by this code." (Code Civ. Proc., § 473(a).)

"'Code of Civil Procedure section 473, which gives the courts power to permit amendments in furtherance of justice, has received a very liberal interpretation by the courts of this state.... In spite of this policy of liberality, a court may deny a good amendment in proper form where there is unwarranted delay in presenting it.... On the other hand, where there is no prejudice to the adverse party, it may be an abuse of discretion to deny leave to amend.' [Citation.] 'In the furtherance of justice, trial courts may allow amendments to pleadings and if necessary, postpone trial.... Motions to amend are appropriately granted as late as the first day of trial ... or even during trial ... if the defendant is alerted to the charges by the factual allegations, no matter how framed ... and the defendant will not be prejudiced.' [Citation.]" (*Rickley v. Goodfriend* (2013) 212 Cal.App.4th 1136, 1159.)

However, the court may deny leave to amend where the proposed amended complaint would fail to state a valid cause of action, or where the amendment would result in a sham pleading. "Ordinarily a court would be inclined to allow an amendment to cure a mistaken or inadvertent allegation. But a court is not required to accept an amended complaint that is not filed in good faith, is frivolous or sham." (*American Advertising & Sales Co. v. Mid-Western Transport* (1984) 152 Cal.App.3d 875, 878, internal citations omitted.) Also, where a plaintiff attempts to amend to resurrect claims that previously failed on demurrer, the court may properly deny leave to amend. (*Leyte-Vidal v. Semel* (2013) 220 Cal.App.4th 1001, 1015.)

Furthermore, "the trial court has discretion to deny leave to amend when the proposed amendment omits or contradicts harmful facts pleaded in a prior pleading unless a showing is made of mistake or other sufficient excuse for changing the facts. Absent such a showing, the proposed pleading may be treated as a sham." (*Sanai v. Saltz* (2009) 170 Cal.App.4th 746, 768, internal citations omitted.)

"The burden of proving such reasonable possibility [of amending to state a valid claim] is squarely on the plaintiff." (*Blank v. Kirwan* (1985) 39 Cal.3d 311, 318, internal citation omitted.)

Here, plaintiff seeks leave to amend to add two new causes of action for fraud and promissory estoppel, as well as numerous supporting allegations to show that defendants used the allegedly void or voidable License Agreement and 10% Agreement to lull plaintiff into a false sense of security regarding defendants' promises to provide plaintiff with a 10% ownership share of the Cuties brand and mark. In fact, plaintiff alleges, defendants actually never intended to give plaintiff 10% of the Cuties brand, and defendants intended to deceive plaintiff into spending millions of dollars in reliance on their promises without providing plaintiff with any ownership of the joint venture.

However, these are almost exactly the same allegations that Judge Smith rejected after hearing several prior demurrers to the previous complaints. Judge Smith ruled that plaintiff could not state valid claims for constructive fraud, fraudulent misrepresentation, and negligent misrepresentation because plaintiff could not truthfully allege that it reasonably relied on the alleged representations that it would receive a greater interest in the Cuties mark then the interest described in the License Agreement and 10% Agreement. (September 19th, 2014 Minute Order on Demurrer to Fourth Amended Complaint, pp. 6-7.)

"The License Agreement, executed by plaintiff's president, provides that, except for the 10% Agreement, the License Agreement sets forth the entire understanding of the parties and incorporates all prior negotiations and understandings. It provides that there are no other covenants, promises, agreements, conditions or understandings between them relating to the subject matter of the agreement. (4AC Exh. C., § 10.2.) The License Agreement thus negates plaintiff's allegation that it relied on any pre—License Agreement representation. And plaintiff can allege no harm in not obtaining the economic interest set forth in the 10% Agreement, because the contingency for that interest (sale to third party) never occurred. Moreover, because the License Agreement also provides that all modifications must be in writing signed by the party to be charged (see 4AC Exh. C, § 10.2), plaintiff cannot allege that it reasonably relied on any representations made following the execution of the License Agreement." (*Id*. at p. 7.) Thus, Judge Smith sustained the demurrer to the fraud claims without leave to amend, since there was no possibility that plaintiff could amend the complaint to truthfully plead around the language of the agreements, which plaintiff had judicially admitted by attaching and incorporating them into the complaint.

Now, plaintiff seeks to add a fraud and promissory estoppel claim to the proposed fifth amended complaint, based on essentially the same allegations that

supported the fourth amended complaint. Now, however, plaintiff seeks to allege that the License Agreement and 10% Agreement were void and unenforceable, rather than seeking to enforce them as it sought to do in the prior complaints. Plaintiff now contends that the agreements were simply part of defendants' scheme to lull it into a false sense of security regarding its purported 10% interest in the Cuties mark, and that its prior allegations that the agreements were enforceable and valid were simply the result of mistake or neglect.

However, plaintiff has not explained why it alleged in multiple prior complaints that the agreements were valid and enforceable when it believed that they were not. Plaintiff's counsel simply states that the prior allegations were "inadvertence and mistake" without any further explanation. (Paboojian decl., ¶ 4.) Therefore, plaintiff has not met its burden of providing a factual explanation of the nature of the mistake that led to the inadvertent allegations. (*Sanai v. Saltz*, *supra*, 170 Cal.App.4th at 768.) It appears that the new allegations are simply an attempt to contradict prior admissions in the previous complaints that were harmful to plaintiff's claims, and as a result the proposed fifth amended complaint is nothing more than a sham pleading. The court will not allow plaintiff to amend where the proposed amendment is merely a sham intended to avoid the effect of prior admissions in the other complaints. (*Ibid*.)

As Judge Smith previously held, the language of the License Agreement and 10% Agreement do not support plaintiff's claim that it was promised 10% ownership of the Cuties brand. They simply provided that plaintiff would be entitled to 10% of the proceeds of any sale of the brand to a third party, which never occurred. Therefore, the language of the agreements is inconsistent with plaintiff's contention that it reasonably relied on defendant's' alleged promises to give it a 10% ownership of the brand.

In addition, while plaintiff alleges that new evidence has recently been discovered that supports its proposed new causes of action, plaintiff does not explain exactly what the new evidence is or how it shows that the fraud and promissory estoppel claims are valid. Plaintiff apparently relies on the deposition testimony of several of the principals of the defendant companies, including Stewart Resnick, David Krause, and Craig Cooper. (Exhibits C, D, and E to Paboojian decl.) Resnick testified that Berne Evans told him that he had made a deal with "another partner" and that he had agreed to give that partner 10 percent of the venture. (Resnick depo., p. 23:13-17.) Resnick then told Evans that "it's your problem, and it's 10 percent from – you know, I'm happy that if you want to do that, that's fine, but not out of my 50 percent. So he agreed that he would give him the 10 percent out of his 50 percent." (*Id*. at p. 23:18-22.)

However, while this testimony seems to support plaintiff's contention that there were discussions about giving plaintiff 10 percent of the Cuties brand, the parties later drafted and signed the 10% Agreement and License Agreement that expressly contradicted this understanding and stated that plaintiff had no ownership interest in the venture, and would only receive 10% of the sale of the venture if it was sold to a third party. Thus, Resnick's testimony does not assist plaintiff here or show that plaintiff can state a valid claim.

The testimony of Craig Cooper simply confirms that he understood that, if the trademark was sold to a third party, plaintiff would receive 10% of the proceeds. (Cooper depo., p. 67: 5-10.) David Krause testified that it was his understanding that plaintiff would be a "partner" in the joint venture and was an active participant in the venture. (Krause dep., pp. 80, 131, 133, 135.) Again, however, these depositions do not show that plaintiff was to receive a 10% ownership of the Cuties brand, and only confirm that plaintiff would receive 10% of the proceeds if the brand was sold to a third party. Therefore, the depositions do not constitute "new facts" that would justify permitting the amendment.

Plaintiff also claims that it has recently learned of other facts to support the amendment, such as the fact that there were multiple versions of the License Agreement and 10% Agreement that were circulated and discussed by the parties, and that the agreements were not actually signed by all the parties. Plaintiff also claims that Evans and Sun Pacific never had the authority to license the Cuties mark, and that the agreements were void or voidable. However, these are all claims and contentions that plaintiff has raised or attempted to raise in the past with regard to the prior complaints. Therefore, it does not appear that plaintiff has pointed to any new facts that would justify the proposed amendment, and the court intends to deny leave to amend.

Pursuant to CRC 3.1312 and CCP §1019.5(a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling
Issued By: A.M. Simpson on 5/2/16 .
(Judge's initials) (Date)

(5)

Tentative Ruling

Re: ***U.S. National Bank Association v. Perez et al.***
Superior Court Case No. 15 CECG 01500

Hearing Date: May 4, 2016 **(Dept. 503)**

Motion: Approve Final Account and Discharge Receiver

Tentative Ruling:

To grant the motion. A proposed order is to be submitted within 5 days of notice of the ruling. Notice runs from the date that the Minute Order is served plus 5 days for service by mail. [CCP § 1013]

Explanation:

A receivership terminates upon completion of the duties for which the receiver was appointed; or at any time, upon court order. A receivership appointed to preserve the status quo pending trial terminates automatically upon entry of judgment in the action. Thereafter, the judgment determines the parties' rights to the property held; or, in appropriate cases, a new receiver may be appointed to carry the judgment into effect. See *Carpenson v. Najarian* (1967) 254 Cal.App.2d 856, 861-862. Receivers must prepare, serve and file a "final account and report." If the report seeks allowance for compensation to the receiver or attorneys for the receiver, it must state in detail what services were rendered and whether previous allowances have been made. CRC Rule 3.1184. A hearing will be noticed and any objections to the account will be heard and determined by the court at that time.

Here, at some point in time, Defendant Mario Perez filed for bankruptcy protection pursuant to Chapter 13 in the United States Bankruptcy Court for the Eastern District of California. The Plaintiff then began to pursue its rights in that forum. On March 9, 2016, Frederick E. Clement, the United States Bankruptcy Judge in the bankruptcy matter, approved the Receiver's final account and report. Permission was granted to seek a formal discharge from this Court and a relief from the automatic stay provisions was granted in order to accomplish this task. See Exhibit C at ¶¶ 4 and 6 attached to the Declaration of Brandon Scott, the Receiver consisting of the Order filed on March 9, 2016 in the United States Bankruptcy Court for the Eastern District of California. Therefore, no question arises as to his discharge.

A bond in the amount of $10,000 was posted by Mr. Scott on August 10, 2015. A bond in the amount of $1500.00 was posted by Plaintiff on August 11, 2015. The moving party requests that the bonds be released. As for his fees, the receiver seeks $951.61. Notably, the Bankruptcy Court found that the fees charges were reasonable. See Exhibit C at page 3 ¶ 7. Therefore, the motion will be granted. The final report and

compensation of the Receiver will be approved. The Receiver will be discharged, both bonds exonerated and the preliminary injunction dissolved.

Tentative Ruling
Issued By: A.M. Simpson on 5/3/16 .
(Judge's initials) (Date)